

COMMERCIAL GENERAL LIABILITY  
CG 21 65 09 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL POLLUTION EXCLUSION  
WITH A BUILDING HEATING EQUIPMENT EXCEPTION  
AND A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage** Liability is replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot from equipment used to heat that building.
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
- (i) At any premises, site or location which is or was at any time used by or for

any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COMMERCIAL GENERAL LIABILITY  
CG 21 70 11 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**/ CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

POLICY NUMBER: 11GPP2056800

COMMERCIAL GENERAL LIABILITY  
CG 22 74 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED CONTRACTUAL LIABILITY COVERAGE FOR  
PERSONAL AND ADVERTISING INJURY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Designated Contract Or Agreement:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY  
WRITTEN CONTRACT TO ASSUME SUCH LIABILITY.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. With respect to the contract or agreement designated in the Schedule above, Subparagraph e. of Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

- (a) The liability pertains to your business and is assumed in the designated contract or agreement shown in the Schedule in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- (b) The "personal and advertising injury" occurs subsequent to the execution of the designated contract or agreement shown in the Schedule; and
- (c) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment.

Solely for the purposes of liability so assumed in such designated contract or agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" described in Paragraph **A.2.e.(2)(c)** above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same designated contract or agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**B. With respect to the contract or agreement designated in the Schedule above, the following is added to Section I - Supplementary Payments - Coverages A And B:**

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

1. The "suit" against the indemnitee seeks damages for which the insured has assumed tort liability of the indemnitee in a designated contract or agreement shown in the Schedule, if such liability pertains to your business. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
2. This insurance applies to such liability assumed by the insured;
3. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same designated contract or agreement;
4. The allegations in the "suit" and the information we know about the offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

5. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

6. The indemnitee:

a. Agrees in writing to:

- (1) Cooperate with us in the investigation, settlement or defense of the "suit";
- (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (3) Notify any other insurer whose coverage is available to the indemnitee; and
- (4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

b. Provides us with written authorization to:

- (1) Obtain records and other information related to the "suit"; and
- (2) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **A.2.e.(2)** of this endorsement, such payments will not be deemed to be damages for "personal and advertising injury" as described in Paragraph **A.2.e.(2)(c)** above and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

1. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
2. The conditions set forth above, or the terms of the agreement described in Paragraph 6. above, are no longer met.

COMMERCIAL GENERAL LIABILITY  
CG 22 79 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

✓ **EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
  - b. Providing, or hiring independent professionals to provide, engineering, architectural or survey-

ing services in connection with construction work you perform.

2. Subject to Paragraph 3. below, professional services include:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
- ✓ 3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

POLICY NUMBER: 11GPP2056800

COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

✓ **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

✓ ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS  
AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following Condition is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

**Transfer of Duties When a Limit of Insurance Is Used Up.**

- a. If we conclude that, based on "occurrences," offenses, claims or "suits" which have been reported to us and to which this insurance may apply, the:
  - (1) General Aggregate Limit (other than the Products/Completed Operations Aggregate Limit);
  - (2) Products/Completed Operations Aggregate Limit;
  - (3) Personal and Advertising Injury Limit;
  - (4) Each Occurrence Limit; or
  - (5) Fire Damage Limit
 is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.
- b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:
  - (1) We will notify the first Named Insured, in writing, as soon as practicable, that:
    - (a) Such a limit has actually been used up; and
    - (b) Our duty to defend "suits" seeking damages subject to that limit has also ended.
  - (2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

- (3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.
- c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above.
 

The duty of the first Named Insured to reimburse us will begin on:

  - (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or
  - (2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.
- d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRODUCTS-COMPLETED OPERATIONS HAZARD EXTENSION PERIOD  
ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. This endorsement only applies to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" covered under the policy to which this endorsement is attached. This endorsement is subject to all the definitions, terms, limitations, exclusions and conditions of the policy and the provisions contained in this endorsement.
- B. The following definition is added to the policy:  
"Products-Completed Operations Hazard Extension Period" means the period of time shown in the Products-Completed Operations Hazard Extension Period Schedule below.

**Products-Completed Operations Hazard Extension Period Schedule**

- ✓ Period of Time: From: April 1, 2007 to April 1, 2012
- C. The policy period shown in the Declarations is extended for the "Products-Completed Operations Hazard Extension Period". The "Products-Completed Operations Hazard Extension Period" will be deemed to be part of the policy period for purposes of determining the Limits of Insurance.
- D. The Products-Completed Operations Hazard Aggregate Limit, subject to the Each Occurrence Limit, applicable during the policy period is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" during the "Products-Completed Operations Hazard Extension Period".
- E. This endorsement does not reinstate or increase the Products-Completed Operations Hazard Aggregate Limit. The Products-Completed Operations Hazard Aggregate Limit for the "Products-Completed Operations Hazard Extension Period" shall be a part of, and not in addition to the Products-Completed Operations Hazard Aggregate Limit applicable during the policy period.
- F. The policy will automatically expire at the end of "Products-Completed Operations Hazard Extension Period". No notice of non-renewal will be given.

All other terms and conditions of this Policy remain unchanged.

Issued By: ARCH INSURANCE COMPANY

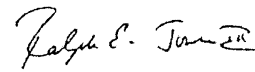
Endorsement Number:

Policy Number: 11GPP2056800

Named Insured: TISHMAN CONSTRUCTION CORPORATION OF NEW YORK

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date:

A handwritten signature in black ink, appearing to read "Ralph E. Jensen". The signature is written in a cursive style with a horizontal line at the end.

President

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**KNOWLEDGE OF OCCURRENCE ENDORSEMENT**

As respects any loss reporting requirements under this policy, it is understood and agreed that knowledge of any accident or incident by an agent, servant or employee of yours or any other person shall not in itself constitute knowledge by you, unless a corporate officer of yours, principal, partner, owner, or the person or persons responsible for insurance matters listed below shall have received notice from said agent, servant, employee or any other person.

Name: ROBERT JOYCE, TISHMAN RISK MANAGEMENT OR TISHMAN PROJECT EXECUTIVE

All other terms and conditions of this Policy remain unchanged.

Policy Number: 11GPP2056800 ✓

Named Insured: TISHMAN CONSTRUCTION ✓

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

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Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**UNINTENTIONAL ERRORS AND OMISSIONS ENDORSEMENT**

It is hereby agreed that your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or omission is not intentional or grossly negligent.

All other terms and conditions of this Policy remain unchanged.

Policy Number: 11GPP2056800 ✓

Named Insured: TISHMAN CONSTRUCTION ✓

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

\_\_\_\_\_  
Authorized Representative

Policy Number: 11GPP2056800

✓ MARSH USA, INC  
1166 AVENUE OF THE AMERICAS  
40TH FLOOR  
NEW YORK NY 10036

ATTACHED ARE DOCUMENTS FOR THE FOLLOWING NAMED INSURED:

✓ TISHMAN CONSTRUCTION CORPORATION OF  
NEW YORK  
666 FIFTH AVENUE  
NEW YORK NY 10103-0256

12-08-05

PRODUCER COPY

## POLICYWRITING INDEX

ARCH INSURANCE COMPANY													
CUSTOMER ID	POLICY NUMBER 11GPP2056800	PREVIOUS POLICY NUMBER NEW	EFFECTIVE DATE 09-09-2005	EXPIRATION DATE 03-09-2007									
NAMED INSURED TISHMAN CONSTRUCTION													
MISCELLANEOUS INFORMATION BILL TYPE Broker Billed ✓ BILL PLAN Variable (Max 12 Installments) OPERATOR I.D. MVANKLEEK U/W I.D. PROGRAM CODE SIC CODE OFFICE CODE OFFICE NAME WORK PHONE # (212) 708-6738 ✓ OTHER PHONE # NAME OF CONTACT ROBERT JOYCE ✓			TRANSACTION INFORMATION TRANS. TYPE NEW BUSINESS ✓ TRANS. SEQ. # 001 DATE PROCESSED 12-08-05 TRANS. DATE 09-09-05 ✓ ENDORSEMENT # CANCEL/REIN REASON										
LINE OF BUSINESS/ COMMISSIONS: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">LINE OF BUSINESS</td> <td style="width: 50%; text-align: center;">COMMISSION %</td> </tr> <tr> <td style="text-align: center;">GENERAL LIABILITY</td> <td style="text-align: center;">NIL ✓</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">FULL ANNUAL PREMIUM \$</td> <td style="width: 50%;">✓</td> </tr> <tr> <td>BILLED PREMIUM \$</td> <td>✓</td> </tr> </table>						LINE OF BUSINESS	COMMISSION %	GENERAL LIABILITY	NIL ✓	FULL ANNUAL PREMIUM \$	✓	BILLED PREMIUM \$	✓
LINE OF BUSINESS	COMMISSION %												
GENERAL LIABILITY	NIL ✓												
FULL ANNUAL PREMIUM \$	✓												
BILLED PREMIUM \$	✓												
NAMED INSURED MAILING ADDRESS TISHMAN CONSTRUCTION CORPORATION OF NEW YORK 666 FIFTH AVENUE NEW YORK NY 10103-0256			AGENT INFORMATION MARSH USA, INC 1166 AVENUE OF THE AMERICAS 40TH FLOOR NEW YORK NY 10036										
ASSEMBLY INFORMATION													
STAMPS/ STICKERS													
SPECIAL INSTRUCTIONS													
MAILING INSTRUCTIONS													

POLICY NUMBER: 11GPP2056800

IL 09 85 01 03

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT OF 2002. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT OF 2002 ✓

### SCHEDULE\*

Terrorism Premium (Certified Acts) \$ ✓

Additional information, if any, concerning the terrorism premium:

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

#### A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

#### B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.